

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

KEITH APPLING,

CASE NO. 5:15-CV-01417-DSF (JCG)

**Plaintiff,**

VS.

## RIVERSIDE COUNTY.

**Defendant.**

**PROTECTIVE ORDER FOR  
DOCUMENTS SUBMITTED TO  
AND USED BY SPECIAL  
MASTERS**

Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The Court has reviewed the stipulation for protective order by the parties.

21 Good cause appearing, the Court hereby enters a protective order and orders as  
22 follows:

A. Graphics that Defendant reasonably believes in good faith are confidential and/or proprietary, and qualify for protection under Federal Rule of Civil Procedure 26(c), may be designated as such at the time of production (“Confidential Graphics”). Defendant must take care to limit any such designation to specific material that qualifies under the appropriate standards. Defendant must designate for protection only

1           those parts of the Graphics that qualifies as confidential so that other  
2           portions of Graphics for which protection is not warranted are not  
3           swept unjustifiably within the ambit of this Protective Order. Mass,  
4           indiscriminate, or routinized designations are prohibited. Designations  
5           that are shown to be clearly unjustified or that have been made for an  
6           improper purpose (e.g., to unnecessarily encumber the case  
7           development process or to impose unnecessary expenses and burdens  
8           on other parties) may expose the designating party to sanctions. The  
9           copies of any Confidential Graphics disclosed pursuant to this  
10          Protective Order must be distinctively marked, and such marking must  
11          not obscure or obliterate the content of the Graphics, with substantially  
12          the following language: “CONFIDENTIAL – UNLAWFUL TO  
13          DUPLICATE.”

- 14         B. Thereafter, the Special Masters shall not convey, transfer, publish,  
15           distribute, copy, duplicate or disseminate the Confidential Graphics so  
16           provided except as may be reasonably necessary for drafting their  
17           reports pursuant to the PROTOCOL.
- 18         C. No Confidential Graphics are to be shared, shown or discussed with the  
19           plaintiffs themselves or any other convicted felons.
- 20         D. Unless the Court orders otherwise, Confidential Graphics may be  
21           disclosed to the Special Masters; one designated assistant for each  
22           Special Master that is made known to the parties; counsel of record;  
23           paralegal, attorney, stenographic, clerical and secretarial personnel  
24           employed by counsel of record; and court personnel.
- 25         E. All Confidential Graphics may be released to additional individuals  
26           aside from those described in Paragraph D above upon written  
27           agreement by the parties and/or by order of the Court.
- 28         F. The parties may not publicly file any Confidential Graphics in the

1                   Special Masters Reports submitted to the Court and Plaintiffs. Any  
2                   such Confidential Graphics included in the Special Masters Reports  
3                   must be redacted in the public report as filed, and the unredacted  
4                   reports will be filed under seal. Only the Confidential Graphics in the  
5                   Special Masters Report shall be redacted.

- 6                   G. Confidential Graphics may be publicly filed in unredacted form in the  
7                   Special Masters Reports only upon written agreement by the parties  
8                   and further Order of this Court.
- 9                   H. Confidential Graphics shall be redacted from copies of the reports by  
10                  the Special Masters that are made available to the general public. Only  
11                  the Confidential Graphics in the Special Masters Report shall be  
12                  redacted. The counsel for plaintiffs shall receive unredacted copies of  
13                  the reports.
- 14                  I. The Confidential Graphics produced pursuant to this Protective Order  
15                  may not be used for any purpose other than preparation of the Special  
16                  Masters' Reports.
- 17                  J. Prior to the dissemination of any Confidential Graphics to the Special  
18                  Masters pursuant to this Protective Order, counsel for Defendant shall  
19                  inform the Special Masters of the terms and conditions of this  
20                  Protective Order and secure each Special Master's written, faxed, or  
21                  emailed agreement to be bound by it. The written agreement will be  
22                  produced to counsel for the Plaintiff.
- 23                  K. The Special Masters shall take reasonable precautions to prevent the  
24                  unauthorized or inadvertent disclosure of Confidential Graphics.
- 25                  L. If any Confidential Graphics provided pursuant to this Protective Order  
26                  are used in any other matter or document filed with this Court other  
27                  than the Special Masters Reports, the party and/or Special Master  
28                  intending to use such information or document shall file an application

1 to have it filed under seal pursuant to Local Rule 79-5, including filing  
2 a public redacted version of the document concurrently.

- 3 M. The Special Masters or counsel for Plaintiff may assert that particular  
4 Graphics designated as confidential are in fact, public knowledge or  
5 otherwise not subject to protection hereunder. Such assertion, if made,  
6 shall be discussed in a good faith meet and confer between counsel for  
7 the parties and, if agreement cannot be reached, the matter will be  
8 submitted to the Court for resolution in a motion pursuant to Local  
9 Rule 37, and until resolved by the Court shall remain protected as  
10 confidential information hereunder. The burden of demonstrating that  
11 documents should be protected by this Protective Order shall remain at  
12 all times on the designating party.
- 13 N. All Confidential Graphics subject to this Protective Order that are  
14 submitted to the Special Masters shall remain confidential.
- 15 O. The inadvertent or unintentional disclosure of Confidential Graphics by  
16 the disclosing party shall not be construed to be a waiver, in whole or in  
17 part of the disclosing party's claims of confidentiality either as to the  
18 specific documents or as to any other information relating thereto.
- 19 P. In the event anyone, including but not limited to the Special Masters,  
20 shall violate or threaten to violate any terms of this Protective Order,  
21 the aggrieved party may apply to obtain injunctive relief and monetary  
22 sanctions against any such person violating or threatening to violate  
23 any of the terms of this Protective Order. This Court shall have the  
24 power to impose whatever penalties it deems appropriate for the  
25 violation of said Order, including, but not limited to, monetary and  
26 judicial sanctions and contempt.
- 27 Q. The provisions of this Protective Order shall survive and remain in full  
28 force and effect after the PROTOCOL terminates after re-inspection of

1 Robert Presley Detention Center and Southwest Detention Center 12  
2 months after the Special Masters submit their initial reports.

- 3 R. Upon final conclusion of the PROTOCOL, all copies of Confidential  
4 Graphics subject to this Protective Order shall be returned to counsel  
5 for Defendant. This provision does not apply to copies of unredacted  
6 reports of the Special Masters in the possession of counsel to the parties  
7 and Special Masters.
- 8 S. The agreement of the parties and the Special Masters embodied in this  
9 Protective Order does not constitute an admission or agreement that  
10 any particular documents or information is subject to discovery, or  
11 admissible as evidence, in this case. Designation of any Graphic  
12 subject to this Protective Order shall have no meaning or effect  
13 whatsoever with respect to the substantive issues in this proceeding or  
14 the claims or defenses of any party hereto.
- 15 T. All documents, information, or Graphics provided by Defendant to the  
16 Special Masters must also be provided to counsel for Plaintiff. Counsel  
17 for Plaintiff shall comply this Protective Order.
- 18 U. This Court retains jurisdiction to construe, enforce and amend the  
19 provisions of this Protective Order. This Protective Order may not be  
20 modified absent further action by the Court.

21 DATED: May 10, 2017

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23  
24 Hon. Jay C. Gandhi  
25 UNITED STATES DISTRICT COURT  
26 MAGISTRATE JUDGE  
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1                   **CONSENT OF SPECIAL MASTERS**

2                   If Ordered by this Court, I agree to be bound by the terms of the Protective  
3 Order as issued. The terms have been explained to me by counsel for the County of  
4 Riverside.

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6 DATED: May \_\_\_, 2017

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9                   William Broz, P.E.  
10                   SPECIAL MASTER 1

11 DATED: May \_\_\_, 2017

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13                   Joe Gunja  
14                   SPECIAL MASTER 2

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